

<i>SERFF Tracking Number:</i>	<i>ERCA-125337660</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Reinsurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026572</i>
<i>Company Tracking Number:</i>	<i>9-CIM-AR-07-02842-1-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Forms - Non-filed classes</i>		
<i>Project Name/Number:</i>	<i>Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F</i>		

## Filing at a Glance

Companies: Employers Reinsurance Corporation, Westport Insurance Corporation, North American Elite Insurance Company, North American Specialty Insurance Company

Product Name: Commercial Inland Marine      SERFF Tr Num: ERCA-125337660      State: Arkansas  
Forms - Non-filed classes

TOI: 09.0 Inland Marine      SERFF Status: Closed      State Tr Num: AR-PC-07-026572

Sub-TOI: 09.0000 Inland Marine Sub-TOI      Co Tr Num: 9-CIM-AR-07-02842-1-State Status:  
Combinations      F

Filing Type: Form      Co Status:      Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: Theresa Cox      Disposition Date: 11/05/2007

Date Submitted: 10/28/2007      Disposition Status: Approved

Effective Date Requested (New): 01/01/2008      Effective Date (New): 01/01/2008

Effective Date Requested (Renewal): 01/01/2008      Effective Date (Renewal):  
01/01/2008

## General Information

Project Name: Commercial Inland Marine Forms- Non-filed classes      Status of Filing in Domicile: Pending

Project Number: 9-CIM-AR-07-02842-1-F      Domicile Status Comments:

Reference Organization: AAIS      Reference Number:

Reference Title:      Advisory Org. Circular:

Filing Status Changed: 11/05/2007

State Status Changed: 10/29/2007      Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

As a result of the recent acquisition of the GEIS Insurance companies by Swiss Re, we are requesting to add North American Specialty Insurance Company (NAS) and North American Elite Insurance Company (NAE) to our multi-tier Commercial Inland Marine program, which already includes Westport Insurance Corporation (WIC) and Employers Reinsurance Corporation (ERC). All forms included in this filing, with the exception of the Signature Page, have been previously approved for use by one or more of the companies in this group. We are aware that there may be more than one version of a form or declaration, but due to system implementation for the different companies, we need to retain all versions for future use.

<i>SERFF Tracking Number:</i>	<i>ERCA-125337660</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Reinsurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026572</i>
<i>Company Tracking Number:</i>	<i>9-CIM-AR-07-02842-1-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Forms - Non-filed classes</i>		
<i>Project Name/Number:</i>	<i>Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F</i>		

We have authorized AAIS to file on our behalf. It is our intent to use AAIS forms as well as the independent forms that are being filed in this filing. Therefore, in this filing we are filing to adopt all AAIS forms. We would also like to file the independent forms listed on the attached forms summaries for WIC, ERC, NAS and NAE. We are filing a revised Signature Page, SP 3 881 0307, for WIC and ERC that will replace our previously approved Signature Pages SP 2 277 0906 and SP 3 252 0906.

As a result of this filing, we are withdrawing the Commercial Inland Marine forms listed on the attached withdrawn forms summary. Due to the number of forms being withdrawn, we are attaching a summary that is to become part of this filing.

We recently advised your department of the proposed merger of Westport Insurance Corporation (WIC) with and into Employers Reinsurance Corporation (ERC), affiliated Missouri-domiciled insurers both licensed to do business in Arkansas. ERC is the direct parent of WIC. The expected effective date of the merger is January 1, 2008; and ERC, the surviving entity, will change its name to Westport Insurance Corporation.

While Inland Marine filings have been in place for some time for both ERC and WIC, we have only used WIC to issue policies. Accordingly, ERC has no current Inland Marine policyholders. We expect there to be no material impact to our current policyholders, and notices or endorsements, as required, will inform policyholders of the merger and change of the ERC company name to WIC. All of the forms contained in this filing are exactly the same for WIC and ERC, and the rates contained in the companion rate/rule filing are identical for both companies.

Attached are copies of the forms being filed for approval. As the same forms will be used by all four companies, the company name has been left off the previously approved forms. The appropriate company name will be printed on the forms when issued

This filing is being submitted under the prior approval provisions. We respectfully request an effective date of January 1, 2008.

SERFF Tracking Number:	ERCA-125337660	State:	Arkansas
First Filing Company:	Employers Reinsurance Corporation, ...	State Tracking Number:	AR-PC-07-026572
Company Tracking Number:	9-CIM-AR-07-02842-1-F		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Commercial Inland Marine Forms - Non-filed classes		
Project Name/Number:	Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F		

## Company and Contact

### Filing Contact Information

Theresa Cox, Product & Regulatory Services Specialist	theresa_cox@swissre.com
5200 Metcalf	(913) 255-6931 [Phone]
Overland Park, KS 66201	(913) 676-6226[FAX]

### Filing Company Information

Employers Reinsurance Corporation	CoCode: 39845	State of Domicile: Missouri
5200 Metcalf	Group Code: 181	Company Type:
P.O. Box 2991		
Overland Park, KS 66201-1391	Group Name:	State ID Number:
(800) 255-6931 ext. [Phone]	FEIN Number: 48-0921045	

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Westport Insurance Corporation	CoCode: 34207	State of Domicile: Missouri
5200 Metcalf	Group Code: 181	Company Type:
P.O. Box 2979		
Overland Park, KS 66201-1379	Group Name:	State ID Number:
(800) 241-3470 ext. [Phone]	FEIN Number: 13-1941868	

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North American Elite Insurance Company	CoCode: 29700	State of Domicile: New Hampshire
5200 Metcalf, P.O. Box 2979	Group Code: 181	Company Type:
Overland Park, KS 66201-1379	Group Name:	State ID Number:
(800) 255-6931 ext. [Phone]	FEIN Number: 13-3440360	

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North American Specialty Insurance Company	CoCode: 29874	State of Domicile: New Hampshire
5200 Metcalf, P.O. Box 2979	Group Code: 181	Company Type:
Overland Park, KS 66201-1379	Group Name:	State ID Number:
(800) 255-6931 ext. [Phone]	FEIN Number: 02-0311919	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00

<i>SERFF Tracking Number:</i>	<i>ERCA-125337660</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Reinsurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026572</i>
<i>Company Tracking Number:</i>	<i>9-CIM-AR-07-02842-1-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Forms - Non-filed classes</i>		
<i>Project Name/Number:</i>	<i>Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F</i>		
<b>Retaliatory?</b>	No		
<b>Fee Explanation:</b>	Filing fee is \$50 per filing - We are submitting one filing for 4 companies = \$50 Filing fee		
<b>Per Company:</b>	No		

*SERFF Tracking Number:*      *ERCA-125337660*                      *State:*                      *Arkansas*  
*First Filing Company:*      *Employers Reinsurance Corporation, ...*                      *State Tracking Number:*      *AR-PC-07-026572*  
*Company Tracking Number:*      *9-CIM-AR-07-02842-1-F*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0000 Inland Marine Sub-TOI Combinations*  
*Product Name:*                      *Commercial Inland Marine Forms - Non-filed classes*  
*Project Name/Number:*                      *Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
North American Specialty Insurance Company	\$0.00	10/28/2007	
Westport Insurance Corporation	\$50.00	10/28/2007	16356234
Employers Reinsurance Corporation	\$0.00	10/28/2007	
North American Elite Insurance Company	\$0.00	10/28/2007	

SERFF Tracking Number:	ERCA-125337660	State:	Arkansas
First Filing Company:	Employers Reinsurance Corporation, ...	State Tracking Number:	AR-PC-07-026572
Company Tracking Number:	9-CIM-AR-07-02842-1-F		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Commercial Inland Marine Forms - Non-filed classes		
Project Name/Number:	Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/05/2007	11/05/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	11/02/2007	11/02/2007	Theresa Cox	11/05/2007	11/05/2007

SERFF Tracking Number:	ERCA-125337660	State:	Arkansas
First Filing Company:	Employers Reinsurance Corporation, ...	State Tracking Number:	AR-PC-07-026572
Company Tracking Number:	9-CIM-AR-07-02842-1-F		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Commercial Inland Marine Forms - Non-filed classes		
Project Name/Number:	Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F		

## Disposition

Disposition Date: 11/05/2007  
Effective Date (New): 01/01/2008  
Effective Date (Renewal): 01/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: ERCA-125337660 State: Arkansas

First Filing Company: Employers Reinsurance Corporation, ... State Tracking Number: AR-PC-07-026572

Company Tracking Number: 9-CIM-AR-07-02842-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine Forms - Non-filed classes

Project Name/Number: Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Common Policy Declarations	Approved	Yes
Form	Common Policy Change Endorsement	Approved	Yes
Form	Schedule of Forms and Endorsements	Approved	Yes
Form	Schedule of Locations	Approved	Yes
Form	Schedule of Taxes, Surcharges or Fees	Approved	Yes
Form	Schedule of Named Insured(s)	Approved	Yes
Form	Commercial Inland Marine Coverage Part Supplemental Declarations	Approved	Yes
Form	Schedule of Taxes, Surcharges or Fees Changes	Approved	Yes
Form	Schedule of Location Changes	Approved	Yes
Form	Installment Schedule	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Reinstatement Endorsement	Approved	Yes
Form	Signature Page	Approved	Yes
Form (revised)	On Hook And Cargo Liability Coverage Form	Approved	Yes
Form	On Hook And Cargo Liability Coverage Form	Approved	Yes
Form	Motor Truck Cargo Driver Exclusion Endorsement	Approved	Yes
Form	Theft From Unattended Vehicle Exclusion	Approved	Yes
Form	On Hook Liability Schedule	Approved	Yes
Form	Disclosure Notice Terrorism Risk Insurance Act of 2002 Rejection of Our Offer Of Coverage	Approved	Yes
Form	Schedule of Coverages Builders' Risk Single Risk	Approved	Yes
Form	Builder's Risk Policy Declarations Reporting Form	Approved	Yes
Form	Builder's Risk Policy Declarations Single Risk	Approved	Yes



SERFF Tracking Number: ERCA-125337660 State: Arkansas

First Filing Company: Employers Reinsurance Corporation, ... State Tracking Number: AR-PC-07-026572

Company Tracking Number: 9-CIM-AR-07-02842-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine Forms - Non-filed classes

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<b>Form</b>	Schedule of Coverages Builders' Risk Reporting Form	Approved	Yes
<b>Form</b>	Schedule of Coverages Builders' Risk Soft Cost, Extra Expense and Rental Income	Approved	Yes
<b>Form (revised)</b>	Museum Fine Arts Coverage	Approved	Yes
<b>Form</b>	Museum Fine Arts Coverage	Approved	Yes
<b>Form</b>	Museum Fine Arts Declarations	Approved	Yes
<b>Form</b>	Notice of Available Coverage Under the Terrorism Risk Insurance Act of 2002	Approved	Yes
<b>Form</b>	Notice-Coverage Under the Terrorism Risk Insurance Act of 2002	Approved	Yes

SERFF Tracking Number: ERCA-125337660 State: Arkansas  
First Filing Company: Employers Reinsurance Corporation, ... State Tracking Number: AR-PC-07-026572  
Company Tracking Number: 9-CIM-AR-07-02842-1-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
Product Name: Commercial Inland Marine Forms - Non-filed classes  
Project Name/Number: Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/02/2007  
Submitted Date 11/02/2007  
Respond By Date 11/16/2007

Dear Theresa Cox,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/05/2007  
Submitted Date 11/05/2007

Dear Llyweyia Rawlins,

### Comments:

### Response 1

Comments: We have amended the forms as per your request. On form SP 3 967AR you will find the changes on Pages 4 and 7. On Form SP 4 086AR you will find the changes on pages 8 & 10. We have changed the serial number at the bottom of the form to reflect Arkansas specific. Please let me know if you have any additional questions. Thank you.

Sincerely,

Theresa Cox

SERFF Tracking Number: ERCA-125337660 State: Arkansas

First Filing Company: Employers Reinsurance Corporation, ... State Tracking Number: AR-PC-07-026572

Company Tracking Number: 9-CIM-AR-07-02842-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine Forms - Non-filed classes

Project Name/Number: Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
On Hook And Cargo Liability Coverage Form	SP 3 967 0507	05/07	Policy/Coverage Form	New		0	SP 3 967AR 0507.pdf
<b>Previous Version</b>							
On Hook And Cargo Liability Coverage Form	SP 3 967 0507	05/07	Policy/Coverage Form	New		0	SP 3 967 0507.pdf
Museum Fine Arts Coverage	SP 4 086AR 1007	10/07	Policy/Coverage Form	New		0	SP 4 086AR 1007.pdf
<b>Previous Version</b>							
Museum Fine Arts Coverage	SP 4 086 1007	10/07	Policy/Coverage Form	New		0	SP 4 086 1007.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
Theresa Cox

SERFF Tracking Number: ERCA-125337660 State: Arkansas

First Filing Company: Employers Reinsurance Corporation, ... State Tracking Number: AR-PC-07-026572

Company Tracking Number: 9-CIM-AR-07-02842-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine Forms - Non-filed classes

Project Name/Number: Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Common Policy Declarations	SP 2 172 0702	07/02	Declaration New s/Schedule		0.00	SP 2 172 0702.pdf
Approved	Common Policy Change Endorsement	SP 2 173 0702	07/02	Endorseme New nt/Amendm ent/Condi ti ons		0.00	SP 2 173 0702.pdf
Approved	Schedule of Forms and Endorsements	SP 2 174 0702	07/02	Declaration New s/Schedule		0.00	SP 2 174 0702.pdf
Approved	Schedule of Locations	SP 2 175 0702	07/02	Declaration New s/Schedule		0.00	SP 2 175 0702.pdf
Approved	Schedule of Taxes, Surcharges or Fees	SP 2 176 0702	07/02	Declaration New s/Schedule		0.00	SP 2 176 0702.pdf
Approved	Schedule of Named Insured(s)	SP 2 177 0702	07/02	Declaration New s/Schedule		0.00	SP 2 177 0702.pdf
Approved	Commercial Inland Marine Coverage Part Supplemental Declarations	SP 2 199 0702	07/02	Declaration New s/Schedule		0.00	SP 2 199 0702.pdf
Approved	Schedule of Taxes, Surcharges or Fees Changes	SP 2 200 0702	07/02	Declaration New s/Schedule		0.00	SP 2 200 0702.pdf
Approved	Schedule of Location Changes	SP 2 201 0702	07/02	Declaration New s/Schedule		0.00	SP 2 201 0702.pdf
Approved	Installment Schedule	SP 2 202 0702	07/02	Declaration New s/Schedule		0.00	SP 2 202 0802.pdf
Approved	Cancellation	SP 2 224 08/02	08/02	Endorseme New		0.00	SP 2 224

SERFF Tracking Number: ERCA-125337660 State: Arkansas

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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine Forms - Non-filed classes

Project Name/Number: Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F

	Endorsement	0802		nt/Amendm ent/Condi ons		0802.pdf
Approved	Reinstatement Endorsement	SP 2 225 0802	08/02	Endorseme New nt/Amendm ent/Condi ons	0.00	SP 2 225 0802.pdf
Approved	Signature Page	SP 3 881 0307	03/07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 SP 2 277 0906- WIC/ SP 2 252 0906 - ERC Previous Filing #:	SP 3 881 0307.pdf
Approved	On Hook And Cargo Liability Coverage Form	SP 3 967 0507	05/07	Policy/CoveNew rage Form	0.00	SP 3 967AR 0507.pdf
Approved	Motor Truck Cargo Driver Exclusion Endorsement	SP 4 079 1007	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	SP 4 079 1007.pdf
Approved	Theft From Unattended Vehicle Exclusion	SP 4 080 1007	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	SP 4 080 1007.pdf
Approved	On Hook Liability Schedule	SP 3 958 0507	05/07	Declaration New s/Schedule	0.00	SP 3 958 0507.pdf
Approved	Disclosure Notice DN- Terrorism Risk Insurance Act of 2002 Rejection of Our Offer Of Coverage	DN- TERROR- REJECT	11/02	Endorseme New nt/Amendm ent/Condi ons	0.00	DN-Terror- Reject 1102.pdf
Approved	Schedule of Coverages Builders' Risk Single Risk	SP 4 081 1007	10/07	Declaration New s/Schedule	0.00	SP 4 081 1007.pdf
Approved	Builder's Risk Policy Declarations	SP 4 082 1007	10/07	Declaration New s/Schedule	0.00	SP 4 082 1007.pdf

SERFF Tracking Number: ERCA-125337660 State: Arkansas

First Filing Company: Employers Reinsurance Corporation, ... State Tracking Number: AR-PC-07-026572

Company Tracking Number: 9-CIM-AR-07-02842-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine Forms - Non-filed classes

Project Name/Number: Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F

#### Reporting Form

Approved	Builder's Risk Policy Declarations Single Risk	SP 4 083 1007	10/07	Declaration New s/Schedule	0.00	SP 4 083 1007.pdf
Approved	Schedule of Coverages Builders' Risk Reporting Form	SP 4 084 1007	10/07	Declaration New s/Schedule	0.00	SP 4 084 1007.pdf
Approved	Schedule of Coverages Builders' Risk Soft Cost, Extra Expense and Rental Income	SP 4 085 1007	10/07	Declaration New s/Schedule	0.00	SP 4 085 1007.pdf
Approved	Museum Fine Arts Coverage	SP 4 086AR 1007	10/07	Policy/CoveNew rage Form	0.00	SP 4 086AR 1007.pdf
Approved	Museum Fine Arts Declarations	SP 4 087 1007	10/07	Declaration New s/Schedule	0.00	SP 4 087 1007.pdf
Approved	Notice of Available Coverage Under the Terrorism Risk Insurance Act of 2002	SP 2 461 1202	12/02	Disclosure/ New Notice	0.00	SP 2 461 1202.pdf
Approved	Notice-Coverage Under the Terrorism Risk Insurance Act of 2002	SP 2 460 1202	12/02	Disclosure/ New Notice	0.00	SP 2 460 1202.pdf



***[Insert Company Name Here]***

**Policy Number**

Renewal of Number

**COMMON POLICY DECLARATIONS**

Administrative Address: 5200 Metcalf, Overland Park, KS 66201  
Domiciliary Address: 237 East High Street, Jefferson City, MO 65102  
(913) 676-5270

**Item 1. Named Insured and Mailing Address**

**Agent Name and Address**

Agent No.

**Item 2. Policy Period**

From:

To:

**at 12:01 A.M., Standard Time at your mailing address shown above**

**Item 3. Business Description:**

Form of Business:

**Item 4.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

**Coverage Part(s)**

**Premium**

Commercial Property Coverage Part

Commercial General Liability Coverage Part

Commercial Crime Coverage Part

Commercial Inland Marine Coverage Part

Commercial Auto (Business or Truckers) Coverage Part

Commercial Garage Coverage Part

**Total Policy Premium**

**Item 5. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**See Schedule of Forms and Endorsements**

Countersigned:

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



**[Insert Company Name Here]**

**Policy Number**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY  
COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No.

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

**COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.**

- ☐ Commercial Property
- ☐ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☐
- ☐

The following item(s):

- |  |   |
|--|---|
| <input type="checkbox"/> Insured's Name                        | <input type="checkbox"/> Insured's Mailing Address                  |
| <input type="checkbox"/> Policy Number                         | <input type="checkbox"/> Company                                    |
| <input type="checkbox"/> Effective/Expiration Date             | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan                          | <input type="checkbox"/> Premium Determination                      |
| <input type="checkbox"/> Additional Interested Parties         | <input type="checkbox"/> Coverage Forms and Endorsements            |
| <input type="checkbox"/> Limits/Exposures                      | <input type="checkbox"/> Deductibles                                |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes                 |
| <input type="checkbox"/> Rates                                 | <input type="checkbox"/> Underlying Exposure Insurance              |

Is (are) changed to read **(See Additional Page(s))**

The above amendments result in a change in the premium as follows:

**This premium does not include taxes and surcharges**

<input type="checkbox"/> No	<input type="checkbox"/> To be Adjusted at	Additional	Return
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**Tax and Surcharge Changes**

Countersigned By:

\_\_\_\_\_  
AUTHORIZED AGENT

**Policy Number**

**COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No.

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

**POLICY CHANGE ENDORSEMENT DESCRIPTION (CONT'D)**

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the coverage part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

***[Insert Company Name Here]***

**Policy Number**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

***[Insert Company Name Here]***

**Policy Number**

**SCHEDULE OF LOCATIONS**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy

***[Insert Company Name Here]***

**Policy Number**

**SCHEDULE OF TAXES, SURCHARGES OR FEES**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

*[Insert Company Name Here]*

**Policy Number**

**SCHEDULE OF NAMED INSURED(S)**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

***[Insert Company Name Here]***

**Policy Number**

**COMMERCIAL INLAND MARINE COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**

Named Insured:

Effective Date:

12:01 A.M., Standard Time

Agent Name:

Agent No.:

**Item 1.** Business Description:

**Item 2.** Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of use:

**See Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**SP 2 199 0702**

***[Insert Company Name Here]***

**Policy Number**

**SCHEDULE OF TAXES, SURCHARGES OR FEES CHANGES**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.



***[Insert Company Name Here]***

**Policy Number**

**SCHEDULE OF LOCATIONS CHANGES**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy

***[Insert Company Name Here]***

**Policy Number**

**INSTALLMENT SCHEDULE**

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

**DUE**

**PREMIUM**

**SURCHARGE**

**REVISED  
INSTALLMENT TOTAL**

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

**[Insert Company Name Here]**

**Policy Number**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

**CANCELLATION ENDORSEMENT**

Endorsement No.

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

**COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.**

- ☐ Commercial Property
- ☐ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☐
- ☐

The above amendments result in a change in the premium as follows:

**This premium does not include taxes and surcharges**

<input type="checkbox"/> No	<input type="checkbox"/> To be Adjusted at	Additional	Return
-----------------------------	--	------------	--------

**Tax and Surcharge Changes**

Countersigned By:

\_\_\_\_\_  
AUTHORIZED AGENT

**[Insert Company Name Here]**

**Policy Number**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

**REINSTATEMENT ENDORSEMENT**

Endorsement No.

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

Reinstatement must be effective on the date of cancellation.

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

**COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.**

- ☐ Commercial Property
- ☐ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☐
- ☐

The following item(s):

- |  |   |
|--|---|
| <input type="checkbox"/> Insured's Name                        | <input type="checkbox"/> Insured's Mailing Address                  |
| <input type="checkbox"/> Policy Number                         | <input type="checkbox"/> Company                                    |
| <input type="checkbox"/> Effective/Expiration Date             | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan                          | <input type="checkbox"/> Premium Determination                      |
| <input type="checkbox"/> Additional Interested Parties         | <input type="checkbox"/> Coverage Forms and Endorsements            |
| <input type="checkbox"/> Limits/Exposures                      | <input type="checkbox"/> Deductibles                                |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes                 |
| <input type="checkbox"/> Rates                                 | <input type="checkbox"/> Underlying Exposure Insurance              |

Is (are) changed to read **(See Additional Page(s))**

The above amendments result in a change in the premium as follows:

**This premium does not include taxes and surcharges**

<input type="checkbox"/> No	<input type="checkbox"/> To be Adjusted at	Additional	Return
-----------------------------	--	------------	--------

**Tax and Surcharge Changes**

Countersigned By:

\_\_\_\_\_  
AUTHORIZED AGENT

**In Witness Whereof, the issuing Company has caused this policy to be signed officially below.**

***Facsimile signature to be inserted***

---

President

***Facsimile signature to be inserted***

---

Secretary

---

***[Insert Company Name Here]***

*[Insert Company Name Here]*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL INLAND MARINE  
ON HOOK AND CARGO LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

**A. Coverage**

We will pay those sums that you become legally obligated to pay for loss to Covered Property caused by a Covered Cause of Loss.

**1. Covered Property**

Covered Property, as used in this Coverage Form, means property of others accepted by you while in due course of transit in or on a scheduled vehicle, or in the process of recovery by a scheduled vehicle shown in the SCHEDULE OF COVERED AUTOS YOU OWN, or in temporary storage on your premises for up to 72 hours after arrival.

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes, securities, paintings, statues, other works of art;
- b. Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- c. Art including paintings and statuary;
- d. Furs or garments trimmed with fur;
- e. Coins or stamps;
- f. Live animals;
- g. Contraband, or property in the course of illegal transportation or trade;
- h. Property while waterborne, unless in transit on ferries, lighters, or car floats or property while located underwater or underground, except while in transit through tunnels; or
- i. Property hired by or rented by you.

**3. Covered Causes of Loss**

Covered causes of Loss means Direct Physical Loss to Covered Property that you become legally obligated to pay, except those causes of loss listed in the Exclusions

## **B. Exclusions**

This insurance does not apply to:

- 1.** Your liability for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

- a. Government Action**

Seizure or destruction of property by order of government authority, however we will pay for loss or damage caused by or resulting from acts of destruction ordered by government authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

- b. Nuclear Hazard**

Any weapon employing atomic fission or fusion; or Nuclear reaction or radiation, or radioactive contamination from any other cause however, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

- c. War and Military Action**

War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2.** Your liability for loss or damage caused by, or resulting from any of the following:

- a.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
  - b.** Unauthorized instructions to transfer property to any person or to any place;
  - c.** Delay, loss of use, loss of market or any other indirect loss;
  - d.** Unexplained or mysterious disappearance of Covered Property;
  - e.** Dishonest or criminal act committed by:
    - 1.** You, any o your partners, employees, directors, trustees, or authorized representatives;
    - 2.** A manager or a member if you are a limited liability company;
    - 3.** Anyone else with an interest in the property, or their employees or authorized representatives; or
    - 4.** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property entrusted to others who are carriers for hire or to acts of destruction by your employees.

- f. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- g. Either of the following but only as it applies to a scheduled vehicle shown in the Schedule of Covered autos you own:
  - 1. The weight of a load exceeding the manufacturer's rated capacity of the equipment;
  - 2. Structural, mechanical or electrical failure, or maintenance operation, unless fire ensues and then only the damage caused by fire.
  - 3. Your liability for loss or damage caused by, or resulting from any of the following; however if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss
    - a. Any quality in the property that causes it to damage or destroy itself.
    - b. Gradual deterioration, corrosion, rust.
    - c. Dampness, extremes of temperature.
    - d. Insects, vermin or rodents.

### **C. Additional Coverages**

#### **1. Debris Removal:**

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses, will be paid only if they are reported to us in writing 180 days of the date of direct physical loss or damage.
- b. The most we will pay under this Additional Coverage is \$7,500.
- c. This additional coverage does not apply to costs to:
  - 1. Extract "pollutants" from land or water;
  - 2. Remove, restore or replace polluted land or water.

#### **2. Temporary Substitutes**

You may temporarily substitute any "auto" you do not own while used with the permission of its owner as a temporary substitute for a scheduled vehicle shown in the Schedule of Covered Autos You Own that is out of service because its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. Loss or damage; or
- 5. Destruction



**D. Coverage Extension**

1. Supplementary Payments; In addition to the limit of Insurance, we will pay for you:
  - a. All expenses we incur,
  - b. Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations) required because of a loss or damage we cover. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limits of Insurance.
  - d. All reasonable expenses incurred by you during any "suit" we defend, at our request, including actual loss of earnings up to \$100 a day because of time away from work.
  - e. All costs taxed against you in any "suit" we defend.
  - f. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Insurance.

**E. Limits of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

**F. Deductible**

We will not pay loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible show in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

**G. Additional Conditions**

The following conditions apply.

**1. Loss Conditions**

**a. Abandonment**

There can be no abandonment of any property to us.

**b. Appraisal**

If we and you disagree on the value of the property or the amount of loss or damage, either may make written demand for an appraisal of the loss or damage. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss or damage. If they fail to agree, they will submit their differences to the umpire. The appraisal is voluntary and any decision will be non-binding upon either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**c. Duties In the Event of Loss**

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

**d. Insurance Under Two or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**e. Loss Payment**

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**f. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**g. Pair, Sets or Parts**

**1. Pair or Set.**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts.**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**h. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**i. Reinstatement of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**j. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    1. Owned or controlled by you; or
    2. That owns or controls you.

This will not restrict your insurance.

**2. General Conditions**

**a. Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**b. Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**c. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within the time allowed by law after you first have knowledge of the direct loss or damage.

**d. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

**e. Policy Period**

We cover loss or damage commencing during the policy period shown in the Declarations.

**f. Valuation**

The value of property will be the least of the following amounts.

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

**g. Coverage Territory**

We cover property wherever located within:

1. The United States of America (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

**H. Definitions**

1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
2. "Auto" means:
  - a. A land motor vehicle, "trailer" or semi trailer designed for travel on public roads; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
4. "Covered pollution cost or expense" means any cost or expense arising out of:
  - a. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - b. Any claim or "suit" by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration release or escape of "pollutants."

1. That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - b. Otherwise in the course of transit by or on behalf of the "insured";
  - c. Being stored, disposed of, treated or processed in or upon the covered "auto";
2. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
3. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph 1. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost of expense" does not arise out of the operation of any equipment listed in Paragraph 2. or 3. of the definition of "mobile equipment."

Paragraphs 2. and 3. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
4. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
  5. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - b. Vehicles maintained for use solely on or next to premises you own or rent;
    - c. Vehicles that travel on crawler treads;
    - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      1. Power cranes, shovels, loaders, diggers or drills; or

2. Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph (a)., (b)., (c)., or (d). above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  1. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  2. Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph (a)., (b)., (c). or (d). above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos."
  1. Equipment designed primarily for:
    - i. Snow Removal;
    - ii. Road maintenance, but not construction or resurfacing; or
    - iii. Street Cleaning
  2. Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
  3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

6. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. "Property Damage" means damage to or loss of use of tangible property.
8. "Suit" means a civil proceeding in which:
  - a. Damages because of "bodily injury" or "property damage"; or
  - b. A "covered pollution cost or expense," to which this insurance applies, are alleged.

"Suit" includes:

  1. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
9. "Trailer" includes semi trailer.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.



***[Insert Company Name Here]***

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOTOR TRUCK CARGO  
DRIVER EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**MOTOR TRUCK LIABILITY COVERAGE**

YOU AGREE WITH US THAT ANY COVERAGE AFFORDED BY THIS POLICY INCLUDING OUR DUTY TO DEFEND UNDER THIS POLICY SHALL NOT APPLY NOR ACCRUE TO THE BENEFIT OF ANY INSURED OR ANY THIRD PARTY CLAIMANT WHILE ANY MOTOR VEHICLE IS BEING USED OR OPERATED BY THE OPERATOR NOTED BELOW AT ANY TIME DURING THE POLICY PERIOD STATED IN THE DECLARATIONS.

EXCLUDED OPERATOR: \_\_\_\_\_

AGREED TO BY: \_\_\_\_\_  
(SIGNATURE OF FIRST NAMED INSURED OR NAMED INSURED)

\_\_\_\_\_  
(TYPE OR TITLE OF NAMED INSURED: OWNER/PARTNER/CORPORATE OFFICER)

\_\_\_\_\_  
(DATE SIGNED)

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

***[Insert Company Name Here]***

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THEFT FROM UNATTENDED VEHICLE EXCLUSION**

This endorsement modifies insurance provided under the following:

**MOTOR TRUCK LIABILITY COVERAGE**

The following exclusion is added to **Perils Excluded**:

**Theft From An Unattended Vehicle** - "We" do not pay for theft of the commodities listed below from an unattended vehicle:

1. \_\_\_\_\_ ;
2. \_\_\_\_\_ ; or
3. \_\_\_\_\_ .

An unattended vehicle means a vehicle without a person on or in the vehicle, whose duty it is to safeguard the vehicle and its contents. This exclusion does not apply to covered property in the custody of a carrier for hire.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

*[Insert Company Name Here]*

**ON HOOK LIABILITY SCHEDULE**

<b><u>Vehicle Number</u></b>	<b><u>Vehicle Description and ID No.</u></b>	<b><u>On Hook Deductible</u></b>	<b><u>On Hook Limit</u></b>
----------------------------------	--	--------------------------------------	---------------------------------

***[Insert Company Name Here]***

**Policy Number**

**DISCLOSURE NOTICE  
TERRORISM RISK INSURANCE ACT OF 2002  
REJECTION OF OUR OFFER OF COVERAGE**

Named Insured:

Effective Date:

12:01 A.M., Standard Time

Agent Name:

Agent No.:

You have rejected our offer of coverage for certified acts of terrorism, as defined in and certified under the Terrorism Risk Insurance Act of 2002. Therefore, this policy does not provide such coverage. This policy contains one or more exclusions that apply to certified acts of terrorism.

If you were not made aware of our offer of coverage for certified acts of terrorism, or believe that this notice was included in this policy in error, please notify your agent or broker immediately.

*[Insert Company Name Here]*

**SCHEDULE OF COVERAGES**

**BUILDERS' RISK  
SINGLE RISK**

<b>COVERAGE EXTENSIONS</b>	
Additional Debris Removal Expenses	\$
Emergency Removal	days
Emergency Removal Expenses	\$
Fraud and Deceit	\$
Limited Fungus Coverage	\$
Waterborne Property	\$
<b>SUPPLEMENTAL COVERAGES</b>	
Contract Penalty	\$
Expediting Expenses	\$
Fire Department Service Charges	\$
Ordinance or Law (Undamaged Parts of a Building)	Covered
Ordinance or Law (Increased Cost to Repair and Cost to Demolish/Clear Site)	\$
Personal Property	\$
Pollutant Cleanup and Removal	\$
Rewards	\$
Sewer Backup Coverage	\$
Storage Locations	\$
Testing	\$
Transit	\$
Trees, Shrubs, and Plants	\$
Earthquake Coverage (Check one)	
<input type="checkbox"/> Coverage not provided	
<input type="checkbox"/> Coverage provided, as described below:	
Earthquake Limit – The most “we” pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit – The most “we” pay for loss in any one occurrence is:	\$
Flood Coverage (Check one)	
<input type="checkbox"/> Coverage not provided	
<input type="checkbox"/> Coverage provided, as described below:	
Flood Limit – The most “we” pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit – The most “we” pay for loss in any one occurrence is:	\$

DEDUCTIBLE	
Deductible Amount	\$
Check if applicable:	
<input type="checkbox"/> Earthquake Coverage	\$
<input type="checkbox"/> Flood Coverage	\$
<input type="checkbox"/> Sewer Backup Coverage	\$
PERMISSION TO OCCUPY (check one)	
<input type="checkbox"/> Permission to occupy is not granted.	
<input type="checkbox"/> The occupancy and use provisions under Additional Coverage Limitations are deleted, and permission is granted to occupy covered property after the date indicated below: <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Month _____</span> <span>Day _____</span> <span>Year _____</span> </div>	

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATION CONTAINING THE INSURED NAME AND ADDRESS.

*[Insert Company Name Here]*

Policy Number:	Policy Term
	From: To:  12:01 A.M. Standard Time at the Address of the Insured assigned herein

Transaction:		
Name Insured and Mailing Address	Producer	
	Producer Code:  Telephone: (    )    -	
Business Description:	Type of Business:	Premium Adjustment Period:

**BUILDER'S RISK POLICY DECLARATIONS  
REPORTING FORM**

**LOCATION AND DESCRIPTION OF COVERED PROPERTY:**

**LIMITS OF INSURANCE:** In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance and limits as stated in this policy. The most we will pay for loss in any one occurrence is the limit of insurance shown below. The most we will pay for any coverage extension or supplemental coverage is the amount shown in the coverage form unless a limit is shown in the Schedule of Coverages in which event the specified limit would apply.

**MAXIMUM LIMIT OF INSURANCE (Any One Structure)        \$**

**MAXIMUM LIMIT OF INSURANCE (Per Occurrence)        \$**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

☐ **FACULTATIVE**

**Policy Premium        \$**

**Deposit Premium        \$**

**Terrorism Premium        \$**

**Fees, Taxes And Surcharges        \$**

**Total Policy Premium        \$**

**Minimum Retained Premium        \$**

This Declaration together with the policy conditions, policy forms and endorsements, stated below, if any, issued, complete the above numbered policy.

--

**COUNTERSIGNATURE (If applicable):**

Countersigned at: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Issuing Office:

Issued Date:

*[Insert Company Name Here]*

Policy Number:	Policy Term From:                      To:  12:01 A.M. Standard Time at the Address of the Insured assigned herein
----------------	---

Transaction:		
Name Insured and Mailing Address	Producer	
	Producer Code:  Telephone: (     )     -	
Business Description:	Type of Business:	Premium Adjustment Period:

## BUILDER'S RISK POLICY DECLARATIONS

**LOCATION AND DESCRIPTION OF COVERED PROPERTY:**

**LIMITS OF INSURANCE:** In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance and limits as stated in this policy. The most we will pay for loss in any one occurrence is the limit of insurance shown below. The most we will pay for any coverage extension or supplemental coverage is the amount shown in the coverage form unless a limit is shown in the Schedule of Coverages in which event the specified limit would apply.

<b>MAXIMUM LIMIT OF INSURANCE (Per Occurrence)</b>	<b>\$</b>
--	-----------

**If Rehabilitation and Renovation coverage is provided, the following limits apply:**

**EXISTING BUILDINGS LIMIT** **\$**

**MATERIAL AND SUPPLIES LIMIT** **\$**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

☐ **FACULTATIVE**

Policy Premium \$

Terrorism Premium \$

<b>Fees, Taxes And Surcharges</b>	<b>\$</b>
-----------------------------------	-----------

**Total Policy Premium** \$

Minimum Retained Premium	\$
--------------------------	----

This Declaration together with the policy conditions, policy forms and endorsements, stated below, if any, issued, complete the above numbered policy.

--

**COUNTERSIGNATURE (If applicable):**

Countersigned at: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Issuing Office:

Issued Date:



*[Insert Company Name Here]*

**SCHEDULE OF COVERAGES**

**BUILDERS' RISK  
REPORTING FORM**

<b>COVERAGE EXTENSIONS</b>	
Additional Debris Removal Expenses	\$
Emergency Removal	days
Emergency Removal Expenses	\$
Fraud and Deceit	\$
Limited Fungus Coverage	\$
Waterborne Property	\$

<b>SUPPLEMENTAL COVERAGES</b>	
Contract Penalty	\$
Expediting Expenses	\$
Fire Department Service Charges	\$
Ordinance or Law (Undamaged Parts of a Building)	Covered
Ordinance or Law (Increased Cost to Repair and Cost to Demolish/Clear Site)	\$
Personal Property	\$
Pollutant Cleanup and Removal	\$
Rewards	\$
Sewer Backup Coverage	\$
Storage Locations	\$
Testing	\$
Transit	\$
Trees, Shrubs, and Plants	\$
Earthquake Coverage (Check one)	
<input type="checkbox"/> Coverage not provided	
<input type="checkbox"/> Coverage provided, as described below:	
Earthquake Limit – The most “we” pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit – The most “we” pay for loss in any one occurrence is:	\$
Flood Coverage (Check one)	
<input type="checkbox"/> Coverage not provided	
<input type="checkbox"/> Coverage provided, as described below:	
Flood Limit – The most “we” pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit – The most “we” pay for loss in any one occurrence is:	\$

<b>REPORTING CONDITIONS (check one)</b>	
<input type="checkbox"/> Reporting Conditions waived <input type="checkbox"/> Reporting Conditions applicable as described below: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Reporting Period (check one)  <input type="checkbox"/> Monthly  <input type="checkbox"/> Quarterly  <input type="checkbox"/> Annual </div> <div style="width: 45%;"> Adjustment Period (check one)  <input type="checkbox"/> Monthly  <input type="checkbox"/> Quarterly  <input type="checkbox"/> Annual </div> </div> <p><b>Additional Premium Due After Expiration</b> - When the premium for the coverage provided by this policy is based upon reports of value any additional premium owed to "us" is due on the date that appears on the billing notice.</p>	
<b>DEDUCTIBLE</b>	
Deductible Amount  Check if applicable: <input type="checkbox"/> Earthquake Coverage <input type="checkbox"/> Flood Coverage <input type="checkbox"/> Sewer Backup Coverage	\$  \$  \$  \$
<b>PERMISSION TO OCCUPY (check one)</b>	
<input type="checkbox"/> Permission to occupy is not granted. <input type="checkbox"/> The occupancy and use provisions under Additional Coverage Limitations are deleted, and permission is granted to occupy covered property after the date indicated below: <div style="display: flex; justify-content: space-around; margin-top: 10px;"> Month _____ Day _____ Year _____ </div>	

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATION CONTAINING THE INSURED NAME AND ADDRESS.

*[Insert Company Name Here]*

**SCHEDULE OF COVERAGES**

**BUILDERS' RISK  
SOFT COST, EXTRA EXPENSE, AND RENTAL INCOME**

**Location**

\_\_\_\_\_  
\_\_\_\_\_

<b>SOFT COST</b>	
The most "we" pay for soft cost expenses in any 30 day period is:	\$
The most "we" pay in any one occurrence for soft cost expenses is:	\$
<b>EXTRA EXPENSE</b>	
The most "we" pay for extra expenses in any 30 day period is:	\$
The most "we" pay in any one occurrence for extra expenses is:	\$
<b>RENTAL INCOME</b>	
The most "we" pay for loss of rental income in any 30 day period is:	\$
The most "we" pay in any one occurrence of loss of rental income is:	\$
<b>COVERAGE EXTENSIONS</b>	
Ordinance or Law	\$
Interruption by Civil Authority	\$
Limited Fungus Coverage	days
<b>SUPPLEMENTAL COVERAGES</b>	
Earthquake Coverage (Check one) <input type="checkbox"/> Coverage not provided <input type="checkbox"/> Coverage provided, as described below: Earthquake Limit – The most "we" pay for loss to any one building or structure is: \$ Earthquake Catastrophe Limit – The most "we" pay for loss in any one occurrence is: \$	
Flood Coverage (Check one) <input type="checkbox"/> Coverage not provided <input type="checkbox"/> Coverage provided, as described below: Flood Limit – The most "we" pay for loss to any one building or structure is: \$ Flood Catastrophe Limit – The most "we" pay for loss in any one occurrence is: \$	
Sewer Backup Coverage (Check one) <input type="checkbox"/> Coverage Not Provided <input type="checkbox"/> Coverage provided, as described below: Sewer Backup Limit – The most "we" pay for loss to any one building or structure is: \$ Sewer Backup Catastrophe Limit – The most "we" pay for loss in any one occurrence is: \$	
<b>WAITING PERIOD</b> (check one) <input type="checkbox"/> Not Applicable <input type="checkbox"/> Number of Days _____	

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATION CONTAINING THE INSURED NAME AND ADDRESS.

# *[Insert Company Name Here]*

## MUSEUM FINE ARTS COVERAGE

### AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Museum Fine Arts Coverage. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "declarations."

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

### DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "declarations."
2. The words "we," "us," and "our" mean the company providing this coverage.
3. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
4. "Actual Cash Value" means the cost to repair or replace the damaged covered property with materials of like kind and quality, less depreciation of the damaged covered property.
5. "Antique" means an object having value because its:
  - a. craftsmanship is in the style or fashion of former times; and
  - b. age is 100 years old or older.
6. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting, of earth.
7. "Fine arts" means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; "antique" furniture; "antique" jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit.
8. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.
9. "Ground water" means:
  - a. water that backs up through a sewer or drain; or
  - b. water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building, sidewalk, driveway, foundation, swimming pool, or other structure.
10. "Limit" means the amount of coverage that applies.
11. "Pollutant" means:
  - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- 12. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 13. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. to the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- 14. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- 15. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

#### **PROPERTY COVERED**

"We" cover direct physical loss caused by a covered peril to:

- a. "Your" collection of "fine arts";
- b. "Your" technological or scientific displays; and
- c. "Fine arts" and technological or scientific displays of others that are in "your" care, custody or control.

When a "limit" is indicated on the "declarations," "we" cover such "Fine arts" and technological or scientific displays while:

- 1. in a premises described on the "declarations";
- 2. in transit;
- 3. temporarily on exhibit in a premises not owned or operated by "you";
- 4. temporarily in the premises of "your" customer awaiting approval; or
- 5. temporarily in a premises not owned or operated by "you" for framing, renovation, packing, or appraising.

#### **PROPERTY NOT COVERED**

- 1. **Automobiles** -- "We" do not cover automobiles or any self-propelled vehicles that are designed for highway use.
- 2. **Coins and Stamps** -- "We" do not cover numismatic or philatelic objects or collections.
- 3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

4. **Furs** -- "We" do not cover furs or fur trimmed garments.
5. **Jewelry, Stones and Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys. However, this exclusion does not apply to "antique" jewelry.
6. **Money and Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.

#### **ADDITIONAL COVERAGES**

1. **Debris Removal** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:
  - a. extract "pollutants" from land or water; or
  - b. remove, restore, or replace polluted land or water.

"We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal** -- "We" pay for loss to covered property while it is moved or being moved to prevent a loss caused by a covered peril. "We" pay for any direct physical loss caused by a peril that is not excluded. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which this policy expires.
3. **Pollutant Cleanup and Removal** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants." However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most "we" pay for each site or location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

#### **PERILS COVERED**

"We" cover external risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

#### **PERILS EXCLUDED**

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
  - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Earth Movement or Volcanic Eruption** -- "We" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano.

"We" do pay for direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168 hour period shall be considered a single loss.

This exclusion does not apply to covered property while in transit.

This exclusion does not apply when a "limit" is indicated for "earth movement" or volcanic eruption on the "declarations."

- c. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

- d. **Water** -- "We" do not pay for loss caused by water. This means:

- 1) "flood"; or
- 2) "ground water."

If fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

This exclusion does not apply to covered property while in transit.

This exclusion does not apply when a "limit" is indicated for "flood" or "ground water" on the "declarations."

- e. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

- a. **Breakage, Marring, and Scratching** -- "We" do not pay for loss caused by breakage, marring, or scratching of art glass windows, glassware, statuary, marble objects, bric-a-brac, porcelains, or similar fragile articles unless loss is a result of a "specified peril."
- b. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
- c. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, or joint adventurers; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- d. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.
- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril." "We" do pay for any resulting loss caused by a "specified peril."
- g. **Processing and Work** -- "We" do not pay for loss caused by processing of or work upon the covered property including repairs or restoration.
- h. **Temperature and Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature unless loss is a result of a "specified peril."
- i. **Theft From An Unattended Vehicle** -- "We" do not pay for theft from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced. This exclusion does not apply to covered property in the custody of a carrier for hire.
- j. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- k. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear.

#### WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
  - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
  - b. give notice to the police when the act that causes the loss is a crime.
2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit."



3. **Proof of Loss** -- "You" must send "us," within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
  - a. the time, place, and circumstances of the loss;
  - b. other policies of insurance that may cover the loss;
  - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  - d. changes in title of the covered property during the policy period; and
  - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

## VALUATION

1. **Purchase Price and Expenses** -- Except as provided in paragraphs 2., 3., 4., 5., 6., and 7; the value of "your" covered property is based on "your" cost to acquire the covered property. "Your" cost includes the purchase price plus any additional expense "you" incur to have the property:
  - a. shipped to "your" premises;
  - b. framed or mounted; or
  - c. restored or refurbished.

The most that "we" will pay for all additional expenses is 25% of the purchase price for "your" covered property.
2. **Property of Others** -- The value of covered property of others is based on the agreed upon consignment amount stated in the consignment agreement or in any similar agreement between "you" and the owner of the property. The agreed upon amount must be stated in writing prior to a loss. In the absence of a written consignment amount the property of others will be based on the "actual cash value" of the property.
3. **Property Sold** -- The value of covered property that "you" have sold but have not delivered will be based on the selling price less all discounts and unincurred expenses.
4. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

5. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
6. **Property Valued More Than \$25,000** -- Any covered property valued in excess of \$25,000 must be specifically itemized in the "declarations." Subject to the HOW MUCH WE PAY policy provisions, "we" pay only for the appraised value of such scheduled covered property subject to a maximum of not more than 110% of the schedule "limit."
7. **Donated Property** -- The value of covered property that has been donated to "you" will be based on its appraised value. "You" are responsible for paying a competent, independent appraiser to determine in writing prior to a loss the value of donated covered property. In the absence of a written appraisal, the value of donated covered property will be based on its "actual cash value."

## HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "declarations" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:
  - a. the amount determined under Valuation;
  - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
  - c. the "limit" that applies to the covered property.
4. **Coinsurance** -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of covered property that is indicated on the "declarations." "Our" part of the loss is determined using the following steps:
  - a. multiply the percent indicated on the "declarations" by the value of the covered property at the time of loss;
  - b. divide the "limit" for covered property by the result determined in 4.a. above;
  - c. multiply the total amount of loss, after the application of any deductible, by the result determined in 4.b. above.

The most "we" pay is the amount determined in 4.c. above or the "limit," whichever is less. "We" do not pay any remaining part of the loss.

If there is more than one "limit" indicated on the "declarations" for this coverage, this procedure applies separately to each "limit."

If there is only one "limit" indicated on the "declarations" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
6. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit."

## **7. New Acquisitions**

"We" pay up to 10% of the "limit" for covered property at "your" premises for "your" loss with respect to "fine arts" acquired subsequent to this policy's effective date. For purposes of this paragraph 7. only, the value of such new acquisitions is based on its actual cash value, meaning the value of the "fine arts" as of the date "you" acquire them. "You" agree to report such acquisitions semi-annually and to pay premium thereon from the date acquired at pro-rata of the policy rate, it being further agreed that failure to report acquisitions by the first six-month anniversary after their acquisition will result in coverage for such acquisitions ceasing entirely.

## **LOSS PAYMENT**

### **1. Our Options -- "We" have the following options:**

- a. pay the value of the loss;
- b. pay the cost of repairing or replacing the loss;
- c. rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time;
- d. take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

### **2. Your Losses -- "We" adjust all losses with "you." Payment will be made to "you" unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us."**

### **3. Property of Others -- Losses to property of others may be adjusted with and paid to:**

- a. "you" on behalf of the owner; or
- b. the owner.

If "we" pay the owner, "we" do not have to pay "you." "We" may also choose to defend any suits arising from the owners at "our" expense.

## **OTHER CONDITIONS**

### **1. Appraisal -- If "you" and "we" do not agree on the amount of the loss or the "actual cash value" of covered property, either party may demand that these amounts be determined by appraisal. The appraisal is voluntary and any decision will be non-binding upon either party.**

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us," the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us."

2. **Benefit to Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.

On "your" death, "we" cover the following as an insured:

- a. the person who has custody of "your" property until a legal representative is qualified and appointed; or
- b. "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

This coverage does not extend past the policy period indicated on the "declarations."

5. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
  - a. "you" or any other insured have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein; or
  - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
  - a. "you" must notify "us" promptly if "you" recover property or receive payment;
  - b. "we" must notify "you" promptly if "we" recover property or receive payment;
  - c. any recovery expenses incurred by either are reimbursed first;
  - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
  - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits."
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
  - a. all of the "terms" of this coverage have been complied with; and
  - b. the suit has been brought within the time allowed by law after "you" first have knowledge of the loss.
11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.
12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the "actual cash value" of the covered property.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

***[Insert Company Name Here]***

**MUSEUM FINE ARTS DECLARATIONS**

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**SCHEDULED LOCATIONS**

Described Premises	Limit
	\$ _____
	\$ _____
	\$ _____
	\$ _____

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**SCHEDULED PROPERTY**

**Note: This section applies to individual items valued at \$25,000 or greater.**

Description	Limit
	\$ _____
	\$ _____
	\$ _____
	\$ _____

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**OFF PREMISES LIMITS**

Property In Transit	\$ _____
Property On Exhibition	\$ _____
Property at Premises of Customers	\$ _____
Property at Other Premises for Framing, Renovating, Packing, or Appraising	\$ _____

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**EARTH MOVEMENT AND FLOOD LIMITS**

Any one loss caused by earth movement or volcanic eruption	\$ _____
Any one loss caused by flood or ground water	\$ _____

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**DEDUCTIBLE**

For all covered perils unless a different deductible is indicated below

\$ \_\_\_\_\_

\_\_\_\_\_  
(indicate applicable covered peril)

\$ \_\_\_\_\_

Earth movement or volcanic eruption

\$ \_\_\_\_\_

Flood and ground water

\$ \_\_\_\_\_

---

**COINSURANCE**

(check one)

☐ 80%

☐ 90%

☐ 100%

**NOTICE OF AVAILABLE COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT OF 2002**

**– IMPORTANT –  
THIS NOTICE DISCUSSES A DECISION  
YOU MUST MAKE ON COVERAGE FOR ACTS OF TERRORISM**

DATE OF ACT: **November 26, 2002**

NAMED INSURED:

LINES OF COVERAGE:

PREMIUM FOR COVERAGE FOR AN “ACT OF TERRORISM”:

The tragic events of September 11, 2001 have impacted our country in many ways. The insurance industry responded immediately to these events, and has provided billions of dollars of payments. However, the possibility of future attacks has created what Congress describes as an “unprecedented financial risk” with a significant impact on the economy. As a result, Congress passed the Terrorism Risk Insurance Act of 2002 (The Act). This Notice informs you of your rights and obligations under the Act.

**WHAT IS AN “ACT OF TERRORISM”?**

- An “act of terrorism” is defined as:

Any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the Act:

- (1) To be an act of terrorism;
- (2) To be a violent act or an act that is dangerous to (a) human life; (b) property; or (c) infrastructure;
- (3) To have resulted in damage within the United States, or outside the United States in the case of certain aircraft or vessels, or on the premises of a US mission; and
- (4) To have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian populations of the US or to influence the policy or affect the conduct of the US Government by coercion.

- No act will be certified as an “act of terrorism” if:

- (1) It does not meet the above criteria;
- (2) The act is committed as part of the course of war declared by Congress (other than with respect to Workers’ Compensation);
- (3) Property and casualty losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

As used in this Notice, the phrases “act of terrorism” or “acts of terrorism,” when set out in quotation marks, are to be construed as defined above.



## WHAT IS AN "INSURED LOSS"?

An **"insured loss"** is any loss (other than amounts attributable to punitive damages) that is caused by an **"act of terrorism"** (including an act of war, in the case of workers' compensation) if such loss:

- (1) occurs within the United States,
- (2) occurs to an air carrier (as defined in 49 U.S.C. § 40102), to a U.S. flag vessel (or a vessel based principally in the U.S., on which U.S. income tax is paid and whose insurance coverage is subject to regulation in the U.S.), or
- (3) occurs at the premises of any U.S. mission.

As used in this Notice, the phrases "insured loss" or "insured losses," when set out in quotation marks, are to be construed as defined above.

## THE FEDERAL GOVERNMENT'S SHARE OF PAYMENTS FOR "INSURED LOSS"

Under the Act, the Federal government will reimburse us for 90% of our payments due to "insured losses" (excluding any amounts attributable to punitive damages) in excess of a deductible until the total payments made by all insurers for "insured loss" reaches \$100 billion. Our deductible will be:

- A. 1% of our 2001 direct earned premium for "insured loss" that occurs during the period beginning 26 November 2002 and ending on 31 December 2002, and
- B. 7% of our 2002 direct earned premium for "insured loss" that occurs during 2003, and
- C. 10% of our 2003 direct earned premium for "insured loss" that occurs during 2004.

Other deductibles will apply to insured losses that occur during subsequent years in which the program is in effect. For purposes of determining such deductibles, "direct earned premium" means only the premiums earned on the commercial lines of property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

If total "insured losses" of all property and casualty insurers reach \$100 billion during the period beginning on November 26, 2002 and ending on December 31, 2003, (or in any subsequent year in which the program is in effect) we will not be liable under our policies for our portion of such losses that exceed such amount. The amounts we pay to you under your policy may be reduced as a result. In addition, we may reserve our rights when we make payments to you, and we may require an undertaking from you to return any overpayment to us.

## WHAT MUST YOU DO?

**As required by the Act, this Notice constitutes an offer of coverage for losses arising out of an "act of terrorism" and presents our premium charge for that coverage.**

**You must decide whether you wish to purchase the coverage for losses you might have arising out of or resulting from an "act of terrorism." The amount of premium you must pay for adding this coverage is shown above. If you decide to purchase terrorism coverage you must notify us of your decision at the time of binding the remainder of coverage.**

## NOTICE - COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT OF 2002

NAMED INSURED:

LINES OF COVERAGE:

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- (3) To have resulted in damage within the United States, or outside the United states in the case of certain aircraft or vessels, or on the premises of a US mission; and
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## **HOW DOES THE ACT AFFECT INSURANCE COVERAGE?**

- **As required by the Act, this Notice constitutes notice to you of the existence of the Act, and the payments which will be made from the Federal Government if there is a certified “act of terrorism.”**
- **Should you choose to bind coverage, your policy of insurance would be issued without a terrorism exclusion attached and there would be no additional premium attributable to coverage for certified “acts of terrorism.”**
- **In the time between inception of coverage and the next renewal we will examine and refine our treatment of terrorism under your policy. This means that you may or may not have the same terms offered to you upon renewal and that the premium charged may or may not reflect alteration based upon the terrorism exposure.**

<i>SERFF Tracking Number:</i>	<i>ERCA-125337660</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Reinsurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026572</i>
<i>Company Tracking Number:</i>	<i>9-CIM-AR-07-02842-1-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Forms - Non-filed classes</i>		
<i>Project Name/Number:</i>	<i>Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	ERCA-125337660	State:	Arkansas
First Filing Company:	Employers Reinsurance Corporation, ...	State Tracking Number:	AR-PC-07-026572
Company Tracking Number:	9-CIM-AR-07-02842-1-F		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Commercial Inland Marine Forms - Non-filed classes		
Project Name/Number:	Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F		

## Supporting Document Schedules

		<b>Review Status:</b>	
<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	Approved	11/05/2007

### Comments:

### Attachment:

Arkansas Inland Marine Non-Filed Form Summary.pdf

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
NORTH AMERICAN ELITE INSURANCE COMPANY  
COMMERCIAL INLAND MARINE  
ARKANSAS FORMS SUMMARY NON-FILED CLASSES**

<b>Form Number</b>	<b>Form Title</b>	<b>Replaced Form Number</b>
SP 2 172 0702	Common Policy Declarations	
SP 2 173 0702	Common Policy Change Endorsement	
SP 2 174 0702	Schedule of Forms and Endorsements	
SP 2 175 0702	Schedule of Locations	
SP 2 176 0702	Schedule of Taxes, Surcharges or Fees	
SP 2 177 0702	Schedule of Named Insured(s)	
SP 2 199 0702	Commercial Inland Marine Coverage Part Supplemental Declarations	
SP 2 200 0702	Schedule of Taxes, Surcharges or Fees Changes	
SP 2 201 0702	Schedule of Location Changes	
SP 2 202 0802	Installment Schedule	
SP 2 224 0802	Cancellation Endorsement	
SP 2 225 0802	Reinstatement Endorsement	
SP 3 881 0307	Signature Page	
SP 3 967 0507	On Hook And Cargo Liability Coverage Form	
SP 4 079 1007	Motor Truck Cargo Driver Exclusion Endorsement	
SP 4 080 1007	Theft From Unattended Vehicle Exclusion	
SP 4 087 1007	Museum Fine Arts Declarations	
SP 3 958 0507	On Hook Liability Schedule	
SP 4 081 1007	Schedule of Coverages Builders' Risk Single Risk	
SP 4 082 1007	Builder's Risk Policy Declarations Reporting Form	
SP 4 083 1007	Builder's Risk Policy Declarations Single Risk	
SP 4 084 1007	Schedule of Coverages Builders' Risk Reporting Form	
SP 4 085 1007	Schedule of Coverages Builders' Risk Soft Cost, Extra Expense and Rental Income	
SP 4 086 1007	Museum Fine Arts Coverage	
SP 2 461 1202	Notice Of Available Coverage Under the Terrorism Risk Insurance Act of 2002	
SP 2 460 1202	Notice-Coverage Under the Terrorism Risk Insurance Act of 2002	
DN-TERROR-REJECT	Disclosure Notice Terrorism Risk Insurance Act of 2002 Rejection of Our Offer Of Coverage	

**WESTPORT INSURANCE CORPORATION  
EMPLOYERS REINSURANCE CORPORATION  
COMMERCIAL INLAND MARINE  
ARKANSAS NON-FILED FORMS SUMMARY**

<b>Form Number</b>	<b>Form Title</b>	<b>Replaced Form Number</b>
SP 3 881 0307	Signature Page	SP 2 277 0906- WIC SP 2 252 0906 - ERC
SP 4 086 1007	Museum Fine Arts Coverage	
SP 4 087 1007	Museum Fine Arts Declarations	
SP 3 967 0507	On Hook And Cargo Liability Coverage Form	
SP 4 079 1007	Motor Truck Cargo Driver Exclusion Endorsement	
SP 4 080 1007	Theft From Unattended Vehicle Exclusion	
SP 3 958 0507	On Hook Liability Schedule	
SP 4 081 1007	Schedule of Coverages Builders' Risk Single Risk	
SP 4 082 1007	Builder's Risk Policy Declarations Reporting Form	
SP 4 083 1007	Builder's Risk Policy Declarations Single Risk	
SP 4 084 1007	Schedule of Coverages Builders' Risk Reporting Form	
SP 4 085 1007	Schedule of Coverages Builders' Risk Soft Cost, Extra Expense and Rental Income	



**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
COMMERCIAL INLAND MARINE  
ARKANSAS NON-FILED WITHDRAWN FORMS SUMMARY**

<b>Form Number</b>	<b>Form Title</b>
NAS-BR-DEC1 (01/02)	Builder's Risk Policy Declarations
NAS-BR-DEC2 (01/02)	Builder's Risk Policy Declarations
NAS-BR-SUPP (03/97)	Builder's Risk Supplemental Declarations
NAS-BR-001 Rev (06/99)	Builder's Risk Coverage Form
NAS-BR-002 (06/99)	Builder's Risk Windstorm Deductible Endorsement (per occurrence)
NAS-BR-003 (10/99)	Builder's Risk Policy Term Extension Endorsement
NAS-BR-004 (06/99)	Builder's Risk Model Home Endorsement
NAS-BR-005 (06/99)	Builder's Risk Flood Endorsement
NAS-BR-005A (03/01)	Builder's Risk Flood Endorsement
NAS-BR-006 (06/99)	Builder's Risk Earth Movement Endorsement
NAS-BR-008-AR (06/99)	Arkansas Amendatory Endorsement
NAS-BR-009 (06/99)	Renovation Endorsement
NAS-BR-010 (06/99)	Deductible Endorsement
NAS-BR-011 (06/99)	Builder's Risk Soft Cost Endorsement
NAS-BR-012 (06/99)	Builder's Risk Rental Income Endorsement
NAS-BR-013 (06/99)	Builder's Risk New Starts Reporting Form Endorsement
NAS-BR-014 (06/99)	Builder's Risk Monthly Reporting Form Endorsement
NAS-BR-015 (06/99)	Builder's Risk Windstorm Deductible Endorsement (per building)
NAS-BR-016 (03/01)	Builder's Risk Reporting Form Flood Endorsement

NAS-BR-016A (03/01)	Builder's Risk Reporting Form Flood Endorsement
NAS-BR-017 (03/01)	Builder's Risk Blanket Coverage Endorsement
NAS-BR-018 (03/01)	Water Damage Endorsement
NAS-BR-019 (03/02)	Windstorm Exclusion and Deductible Endorsement
NAS-BR-020 (03/02)	Limited Fungus Coverage Endorsement
NAS-BR-021 (11/02)	Protective Devices Endorsement
NAS-CAM-DEC (01/01)	Commercial Articles Coverage Form Declarations
NAS-EO-100 (07/04)	Equipment Owners Amendment of Policy Conditions
NAS-EO-101 (07/04)	Rental Reimbursement Endorsement Daily Limit
NAS-EO-102 (05/01)	Scheduled Deductible Provision
NAS-EO-103 (07/04)	Property Loaned, Leased or Rented to Others Endorsement
NAS-EO-104 (04/00)	Flood and Earthquake Limitation Endorsement
NAS-EO-105 (04/00)	Amendment of Deductible Provision for Irrigation Equipment
NAS-EO-106 (04/00)	Crane Endorsement
NAS-EO-107 (07/04)	Weight of Load Endorsement
NAS-EO-108 (04/00)	Replacement Cost Endorsement-Scheduled Equipment Only
NAS-EO-109 (04/00)	Equipment Owners Flood and Earthquake Exclusion Endorsement
NAS-EO-110 (04/00)	Newly Purchased Equipment- Reporting Conditions Endorsement
NAS-EO-111 (04/00)	Crane Deductible Provision
NAS-EO-112 (04/00)	Equipment Leased or Rented form Other Endorsement
NAS-EO-113 (11/00)	Underground Operations Exclusion Endorsement
NAS-EO-114 (07/04)	Equipment Owners Amendment of Covered Property

NAS-IF-APP-AR (06/00)	Installation Floater Application
NAS-MFA-POL (04/99)	Museum Fine Arts Coverage Form
NAS-MFA-DEC (04/99)	Museum Fine Arts Declaration
NAS-MPF-DEC (08/04)	Miscellaneous Property Coverage Part Declarations
NAS-MPF-SUP (09/98)	Miscellaneous Property Supplemental Declarations
NAS-MPF-001 (08/94)	Miscellaneous Property Coverage Form
NAS-MPF-003 (08/94)	Miscellaneous Property Extension Endorsement
NAS-MPF-004 (09/98)	Piers, Wharves and Docks Coverage Endorsement
NAS-MPF-005 (09/98)	Earth Movement Coverage Extension Endorsement
NAS-MPF-006 (09/98)	Flood Coverage Extension
NAS-MPF-007 (09/98)	Windstorm Coverage Extension Endorsement
NAS-MTC-002 (02/00)	Motor Truck Cargo Driver Exclusion Endorsement
NAS-MTC-003 (02/01)	Theft From Unattended Vehicle Exclusion

**WESTPORT INSURANCE CORPORATION  
EMPLOYERS REINSURANCE CORPORATION  
COMMERCIAL INLAND MARINE  
ARKANSAS NON-FILED WITHDRAWN FORMS SUMMARY**

<b>Form Number</b>	<b>Form Title</b>
SP 000 539 1299	Motor Truck Cargo Liability Coverage Form
WIC-3454 1297	Mechanical Breakdown

**NORTH AMERICAN ELITE INSURANCE COMPANY  
COMMERCIAL INLAND MARINE  
ARKANSAS NON-FILED WITHDRAWN FORMS SUMMARY**

<b>Form Number</b>	<b>Form Title</b>
NAE-COM-DED (01/00)	Common Policy Declarations for Builder's Risk
NAE-BR-SUPP (01/00)	Builder's Risk Supplemental Declarations-Schedule of Location

<i>SERFF Tracking Number:</i>	<i>ERCA-125337660</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Reinsurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026572</i>
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<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Forms - Non-filed classes</i>		
<i>Project Name/Number:</i>	<i>Commercial Inland Marine Forms- Non-filed classes/9-CIM-AR-07-02842-1-F</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	On Hook And Cargo Liability Coverage Form	10/28/2007	SP 3 967 0507.pdf
No original date	Form	Museum Fine Arts Coverage	10/28/2007	SP 4 086 1007.pdf

*[Insert Company Name Here]*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL INLAND MARINE  
ON HOOK AND CARGO LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

**A. Coverage**

We will pay those sums that you become legally obligated to pay for loss to Covered Property caused by a Covered Cause of Loss.

**1. Covered Property**

Covered Property, as used in this Coverage Form, means property of others accepted by you while in due course of transit in or on a scheduled vehicle, or in the process of recovery by a scheduled vehicle shown in the SCHEDULE OF COVERED AUTOS YOU OWN, or in temporary storage on your premises for up to 72 hours after arrival.

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes, securities, paintings, statues, other works of art;
- b. Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- c. Art including paintings and statuary;
- d. Furs or garments trimmed with fur;
- e. Coins or stamps;
- f. Live animals;
- g. Contraband, or property in the course of illegal transportation or trade;
- h. Property while waterborne, unless in transit on ferries, lighters, or car floats or property while located underwater or underground, except while in transit through tunnels; or
- i. Property hired by or rented by you.

**3. Covered Causes of Loss**

Covered causes of Loss means Direct Physical Loss to Covered Property that you become legally obligated to pay, except those causes of loss listed in the Exclusions

## **B. Exclusions**

This insurance does not apply to:

- 1.** Your liability for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

- a. Government Action**

Seizure or destruction of property by order of government authority, however we will pay for loss or damage caused by or resulting from acts of destruction ordered by government authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

- b. Nuclear Hazard**

Any weapon employing atomic fission or fusion; or Nuclear reaction or radiation, or radioactive contamination from any other cause however, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

- c. War and Military Action**

War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2.** Your liability for loss or damage caused by, or resulting from any of the following:

- a.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
  - b.** Unauthorized instructions to transfer property to any person or to any place;
  - c.** Delay, loss of use, loss of market or any other indirect loss;
  - d.** Unexplained or mysterious disappearance of Covered Property;
  - e.** Dishonest or criminal act committed by:
    - 1.** You, any o your partners, employees, directors, trustees, or authorized representatives;
    - 2.** A manager or a member if you are a limited liability company;
    - 3.** Anyone else with an interest in the property, or their employees or authorized representatives; or
    - 4.** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property entrusted to others who are carriers for hire or to acts of destruction by your employees.

- f. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- g. Either of the following but only as it applies to a scheduled vehicle shown in the Schedule of Covered autos you own:
  - 1. The weight of a load exceeding the manufacturer's rated capacity of the equipment;
  - 2. Structural, mechanical or electrical failure, or maintenance operation, unless fire ensues and then only the damage caused by fire.
  - 3. Your liability for loss or damage caused by, or resulting from any of the following; however if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss
    - a. Any quality in the property that causes it to damage or destroy itself.
    - b. Gradual deterioration, corrosion, rust.
    - c. Dampness, extremes of temperature.
    - d. Insects, vermin or rodents.

**C. Additional Coverages**

**1. Debris Removal:**

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses, will be paid only if they are reported to us in writing 180 days of the date of direct physical loss or damage.
- b. The most we will pay under this Additional Coverage is \$7,500.
- c. This additional coverage does not apply to costs to:
  - 1. Extract "pollutants" from land or water;
  - 2. Remove, restore or replace polluted land or water.

**2. Temporary Substitutes**

You may temporarily substitute any "auto" you do not own while used with the permission of its owner as a temporary substitute for a scheduled vehicle shown in the Schedule of Covered Autos You Own that is out of service because its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. Loss or damage; or
- 5. Destruction



**D. Coverage Extension**

1. Supplementary Payments; In addition to the limit of Insurance, we will pay for you:
  - a. All expenses we incur,
  - b. Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations) required because of a loss or damage we cover. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limits of Insurance.
  - d. All reasonable expenses incurred by you during any "suit" we defend, at our request, including actual loss of earnings up to \$100 a day because of time away from work.
  - e. All costs taxed against you in any "suit" we defend.
  - f. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Insurance.

**E. Limits of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

**F. Deductible**

We will not pay loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible show in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

**G. Additional Conditions**

The following conditions apply.

**1. Loss Conditions**

**a. Abandonment**

There can be no abandonment of any property to us.

**b. Appraisal**

If we and you disagree on the value of the property or the amount of loss or damage, either may make written demand for an appraisal of the loss or damage. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chose appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**c. Duties In the Event of Loss**

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

**d. Insurance Under Two or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**e. Loss Payment**

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**f. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**g. Pair, Sets or Parts**

**1. Pair or Set.**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts.**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**h. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**i. Reinstatement of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**j. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    1. Owned or controlled by you; or
    2. That owns or controls you.

This will not restrict your insurance.

**2. General Conditions**

**a. Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**b. Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**c. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**d. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

**e. Policy Period**

We cover loss or damage commencing during the policy period shown in the Declarations.

**f. Valuation**

The value of property will be the least of the following amounts.

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

**g. Coverage Territory**

We cover property wherever located within:

1. The United States of America (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

**H. Definitions**

1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
2. "Auto" means:
  - a. A land motor vehicle, "trailer" or semi trailer designed for travel on public roads; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
4. "Covered pollution cost or expense" means any cost or expense arising out of:
  - a. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - b. Any claim or "suit" by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration release or escape of "pollutants."

1. That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - b. Otherwise in the course of transit by or on behalf of the "insured";
  - c. Being stored, disposed of, treated or processed in or upon the covered "auto";
2. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
3. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph 1. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost of expense" does not arise out of the operation of any equipment listed in Paragraph 2. or 3. of the definition of "mobile equipment."

Paragraphs 2. and 3. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
4. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
  5. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - b. Vehicles maintained for use solely on or next to premises you own or rent;
    - c. Vehicles that travel on crawler treads;
    - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      1. Power cranes, shovels, loaders, diggers or drills; or

2. Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph (a), (b), (c), or (d). above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  1. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  2. Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph (a), (b), (c). or (d). above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos."
  1. Equipment designed primarily for:
    - i. Snow Removal;
    - ii. Road maintenance, but not construction or resurfacing; or
    - iii. Street Cleaning
  2. Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
  3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

6. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. "Property Damage" means damage to or loss of use of tangible property.
8. "Suit" means a civil proceeding in which:
  - a. Damages because of "bodily injury" or "property damage"; or
  - b. A "covered pollution cost or expense," to which this insurance applies, are alleged.

"Suit" includes:

  1. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
9. "Trailer" includes semi trailer.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.



# *[Insert Company Name Here]*

## MUSEUM FINE ARTS COVERAGE

### AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Museum Fine Arts Coverage. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "declarations."

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

### DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "declarations."
2. The words "we," "us," and "our" mean the company providing this coverage.
3. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
4. "Actual Cash Value" means the cost to repair or replace the damaged covered property with materials of like kind and quality, less depreciation of the damaged covered property.
5. "Antique" means an object having value because its:
  - a. craftsmanship is in the style or fashion of former times; and
  - b. age is 100 years old or older.
6. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting, of earth.
7. "Fine arts" means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; "antique" furniture; "antique" jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit.
8. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.
9. "Ground water" means:
  - a. water that backs up through a sewer or drain; or
  - b. water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building, sidewalk, driveway, foundation, swimming pool, or other structure.
10. "Limit" means the amount of coverage that applies.
11. "Pollutant" means:
  - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- 12. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 13. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. to the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- 14. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- 15. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

#### **PROPERTY COVERED**

"We" cover direct physical loss caused by a covered peril to:

- a. "Your" collection of "fine arts";
- b. "Your" technological or scientific displays; and
- c. "Fine arts" and technological or scientific displays of others that are in "your" care, custody or control.

When a "limit" is indicated on the "declarations," "we" cover such "Fine arts" and technological or scientific displays while:

- 1. in a premises described on the "declarations";
- 2. in transit;
- 3. temporarily on exhibit in a premises not owned or operated by "you";
- 4. temporarily in the premises of "your" customer awaiting approval; or
- 5. temporarily in a premises not owned or operated by "you" for framing, renovation, packing, or appraising.

#### **PROPERTY NOT COVERED**

- 1. **Automobiles** -- "We" do not cover automobiles or any self-propelled vehicles that are designed for highway use.
- 2. **Coins and Stamps** -- "We" do not cover numismatic or philatelic objects or collections.
- 3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

4. **Furs** -- "We" do not cover furs or fur trimmed garments.
5. **Jewelry, Stones and Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys. However, this exclusion does not apply to "antique" jewelry.
6. **Money and Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.

#### **ADDITIONAL COVERAGES**

1. **Debris Removal** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:
  - a. extract "pollutants" from land or water; or
  - b. remove, restore, or replace polluted land or water.

"We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal** -- "We" pay for loss to covered property while it is moved or being moved to prevent a loss caused by a covered peril. "We" pay for any direct physical loss caused by a peril that is not excluded. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which this policy expires.
3. **Pollutant Cleanup and Removal** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants." However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most "we" pay for each site or location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

#### **PERILS COVERED**

"We" cover external risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

#### **PERILS EXCLUDED**

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
  - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Earth Movement or Volcanic Eruption** -- "We" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano.

"We" do pay for direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168 hour period shall be considered a single loss.

This exclusion does not apply to covered property while in transit.

This exclusion does not apply when a "limit" is indicated for "earth movement" or volcanic eruption on the "declarations."

- c. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

- d. **Water** -- "We" do not pay for loss caused by water. This means:

- 1) "flood"; or
- 2) "ground water."

If fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

This exclusion does not apply to covered property while in transit.

This exclusion does not apply when a "limit" is indicated for "flood" or "ground water" on the "declarations."

- e. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

- a. **Breakage, Marring, and Scratching** -- "We" do not pay for loss caused by breakage, marring, or scratching of art glass windows, glassware, statuary, marble objects, bric-a-brac, porcelains, or similar fragile articles unless loss is a result of a "specified peril."
- b. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
- c. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, or joint adventurers; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- d. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.
- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril." "We" do pay for any resulting loss caused by a "specified peril."
- g. **Processing and Work** -- "We" do not pay for loss caused by processing of or work upon the covered property including repairs or restoration.
- h. **Temperature and Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature unless loss is a result of a "specified peril."
- i. **Theft From An Unattended Vehicle** -- "We" do not pay for theft from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced. This exclusion does not apply to covered property in the custody of a carrier for hire.
- j. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- k. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear.

#### WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
  - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
  - b. give notice to the police when the act that causes the loss is a crime.
2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit."

3. **Proof of Loss** -- "You" must send "us," within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
  - a. the time, place, and circumstances of the loss;
  - b. other policies of insurance that may cover the loss;
  - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  - d. changes in title of the covered property during the policy period; and
  - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

## VALUATION

1. **Purchase Price and Expenses** -- Except as provided in paragraphs 2., 3., 4., 5., 6., and 7; the value of "your" covered property is based on "your" cost to acquire the covered property. "Your" cost includes the purchase price plus any additional expense "you" incur to have the property:
  - a. shipped to "your" premises;
  - b. framed or mounted; or
  - c. restored or refurbished.

The most that "we" will pay for all additional expenses is 25% of the purchase price for "your" covered property.
2. **Property of Others** -- The value of covered property of others is based on the agreed upon consignment amount stated in the consignment agreement or in any similar agreement between "you" and the owner of the property. The agreed upon amount must be stated in writing prior to a loss. In the absence of a written consignment amount the property of others will be based on the "actual cash value" of the property.
3. **Property Sold** -- The value of covered property that "you" have sold but have not delivered will be based on the selling price less all discounts and unincurred expenses.
4. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

5. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
6. **Property Valued More Than \$25,000** -- Any covered property valued in excess of \$25,000 must be specifically itemized in the "declarations." Subject to the HOW MUCH WE PAY policy provisions, "we" pay only for the appraised value of such scheduled covered property subject to a maximum of not more than 110% of the schedule "limit."
7. **Donated Property** -- The value of covered property that has been donated to "you" will be based on its appraised value. "You" are responsible for paying a competent, independent appraiser to determine in writing prior to a loss the value of donated covered property. In the absence of a written appraisal, the value of donated covered property will be based on its "actual cash value."

## HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "declarations" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:
  - a. the amount determined under Valuation;
  - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
  - c. the "limit" that applies to the covered property.
4. **Coinsurance** -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of covered property that is indicated on the "declarations." "Our" part of the loss is determined using the following steps:
  - a. multiply the percent indicated on the "declarations" by the value of the covered property at the time of loss;
  - b. divide the "limit" for covered property by the result determined in 4.a. above;
  - c. multiply the total amount of loss, after the application of any deductible, by the result determined in 4.b. above.

The most "we" pay is the amount determined in 4.c. above or the "limit," whichever is less. "We" do not pay any remaining part of the loss.

If there is more than one "limit" indicated on the "declarations" for this coverage, this procedure applies separately to each "limit."

If there is only one "limit" indicated on the "declarations" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
6. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit."

## 7. **New Acquisitions**

"We" pay up to 10% of the "limit" for covered property at "your" premises for "your" loss with respect to "fine arts" acquired subsequent to this policy's effective date. For purposes of this paragraph 7. only, the value of such new acquisitions is based on its actual cash value, meaning the value of the "fine arts" as of the date "you" acquire them. "You" agree to report such acquisitions semi-annually and to pay premium thereon from the date acquired at pro-rata of the policy rate, it being further agreed that failure to report acquisitions by the first six-month anniversary after their acquisition will result in coverage for such acquisitions ceasing entirely.

## **LOSS PAYMENT**

### 1. **Our Options** -- "We" have the following options:

- a. pay the value of the loss;
- b. pay the cost of repairing or replacing the loss;
- c. rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time;
- d. take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

### 2. **Your Losses** -- "We" adjust all losses with "you." Payment will be made to "you" unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us."

### 3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:

- a. "you" on behalf of the owner; or
- b. the owner.

If "we" pay the owner, "we" do not have to pay "you." "We" may also choose to defend any suits arising from the owners at "our" expense.

## **OTHER CONDITIONS**

### 1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the "actual cash value" of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.



If the appraisers submit a written report of any agreement to "us," the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us."

2. **Benefit to Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.

On "your" death, "we" cover the following as an insured:

- a. the person who has custody of "your" property until a legal representative is qualified and appointed; or
- b. "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

This coverage does not extend past the policy period indicated on the "declarations."

5. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
  - a. "you" or any other insured have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein; or
  - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
  - a. "you" must notify "us" promptly if "you" recover property or receive payment;
  - b. "we" must notify "you" promptly if "we" recover property or receive payment;
  - c. any recovery expenses incurred by either are reimbursed first;
  - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
  - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits."
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the "actual cash value" of the covered property.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.